

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF OREGON
PORTLAND DIVISION

**In re: Helicopter Crash Near
Weaverville, California 8/5/08**

No. 09-md-2053-MO
Associated Matter: 09-cv-705-MO

OPINION AND ORDER

MOSMAN, J.,

Pending before the Court is insurance coverage defendant Houston Casualty Company's ("Houston Casualty") Motion for Judgment on the Pleadings (#257). Houston Casualty argues that Oregon law does not recognize insurance coverage plaintiffs Carson Helicopter, Inc. and Carson Helicopter Services, Inc.'s fifth claim for relief, a tort claim for bad faith breach of an insurance contract, because "Oregon law limits recovery for an insurer's breach of a contractual duty to defend to actual contract damages . . . and there is no cause of action in tort." (Def.'s Mem. in Supp. (#258) 2.)

In light of my ruling that Pennsylvania law applies to plaintiffs' bad faith claim, see Op. & Order, May 18, 2010, I DENY AS MOOT Houston Casualty's Motion for Judgment on the Pleadings (#257).

IT IS SO ORDERED.

DATED this 19th day of May, 2010.

/s/ Michael W. Mosman
MICHAEL W. MOSMAN
United States District Judge